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10 Attorneys for Defendant
HILL-ROM COMPANY, INC.,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANGELO ANGELES,

Plaintiff,

V.

HILL-ROM COMPANY, INC., an Indiana corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No. 2:17-cv-01862-PSG-RAO

ASSIGNED TO JUDGE PHILLIP S.
GUTIERREZ

**CONFIDENTIAL STIPULATION
AND AGREEMENT AND
PROTECTIVE ORDER AND FRE
502(E) CLAWBACK
AGREEMENT/ORDER**

1 WHEREAS, Plaintiff Angelo Angeles (“Plaintiff”) and Defendant Hill-
2 Rom Company (collectively, “Defendant”) are presently engaged in discovery;

3 WHEREAS, disclosure and discovery activity in this action are likely to
4 involve production of confidential, proprietary, or private information for which
5 special protection from public disclosure and from use for any purpose other than
6 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate
7 to and petition the court to enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all disclosures or
9 responses to discovery and that the protection it affords from public disclosure and use
10 extends only to the information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as set forth in
12 Paragraph 13, below, the standards that will be applied when a party seeks to file
13 Confidential material under seal.

14 WHEREAS, some information sought by the parties or contained in
15 documents sought by the parties is of a confidential and/or proprietary nature;

16 WHEREAS, the purpose of this Stipulation is to permit the parties to
17 discover such information and documents pursuant to procedures designed to protect
18 and preserve the confidentiality of that material;

19 WHEREAS, the parties have agreed to stipulate to protect certain
20 privileged and otherwise protected documents, data (including electronically stored
21 information) and other information, including without limitation, metadata
22 (collectively “Documents”), against claims of waiver and inadvertent production in
23 the event they are produced during the course of this litigation whether pursuant to a
24 Court Order, a party’s discovery request or informal production;

25 WHEREAS, the parties may be required to produce large volumes of
26 Documents. The parties wish to comply with discovery deadlines and complete
27 discovery as expeditiously as possible, while preserving and without waiving any
28 evidentiary protections or privileges applicable to the information contained in the

1 Documents produced, including as against third parties and other Federal and State
2 proceedings, and in addition to their agreement, need the additional protections of a
3 Court Order under FRE 502(d) and (e) to do so.

4 WHEREAS, in order to comply with applicable discovery deadlines, a
5 party may be required to produce certain categories of Documents that have been
6 subject to minimal or no attorney review (the “Disclosures”). This Stipulation and
7 Order is designed to foreclose any arguments that by making such Disclosures, the
8 disclosure or production of Documents subject to a legally recognized claim of
9 privilege, including without limitation the attorney-client privilege, work-product
10 doctrine, or other applicable privilege:

- 11 (a) was not inadvertent by the Producing Party;
- 12 (b) that the Producing Party did not take reasonable steps to prevent the
13 disclosure of privileged Documents;
- 14 (c) that the Producing Party did not take reasonable or timely steps to rectify
such Disclosure; and/or
- 15 (d) that such Disclosure acts as a waiver of applicable privileges or
protections associated with such Documents, except if the Producing Party
affirmatively is waiving the privilege with respect to a particular document.

16 WHEREAS, because the purpose of this Stipulation is to protect and
17 preserve privileged Documents, the parties agree they are bound as follows from and
18 after the date their counsel have signed it, even if such execution occurs prior to Court
19 approval.

20 THEREFORE, the parties seek the entry of an Order, pursuant to Federal
21 Rule of Civil Procedure 26(c), governing the disclosure of documents and information
22 therein pertaining to “Confidential Information” on the terms set forth herein, as well
23 as an Order, pursuant to FRE 502, governing the return of inadvertently produced
24 documents and data and affording them the protections of FRE 502(d) and (e), on the
25 terms set forth herein.

1 **IT IS HEREBY STIPULATED**, as follows:

2 This Protective Order will be entered pursuant to Rule 26(c) of the
3 Federal Rules of Civil Procedure and Rule 502 of the Federal Rules of Evidence.

4 **2. Definition of “Documents or Information.”**

5 The term “documents or information” shall be synonymous in meaning
6 and equal in scope to the usage of this term in Rule 34 of the Federal Rules of Civil
7 Procedure.

8 **3. Definition of “Confidential.”**

9 (a) “Confidential” documents or information shall include sensitive research,
10 development, financial, accounting, commercial, proprietary or private information in
11 the possession of any party that is generally unavailable to others in the industry or to
12 the public, and is not readily determinable from public sources. Documents that can be
13 accessed by the public should not be deemed Confidential. A party may designate as
14 “Confidential” any document or information produced in disclosures or in response to
15 discovery requests or subpoenas by that party or by any other party that, in good faith,
16 the designating party deems confidential. Potential sources of confidential documents
17 or information may include: (1) documents relating to any current or former employee
18 of Defendant, including, documents containing compensation-related information and
19 other personnel-related information, health or medical-related information, home
20 addresses, or home telephone numbers; (2) Defendant’s policies or procedures; (3)
21 Defendant’s non-public financial, accounting, commercial, operations, training, or
22 other proprietary or trade secret information; (4) the financial, accounting, or other
23 private or Confidential Information of any current or former customer or business
24 partner of Defendant; (5) business or marketing plans of Defendant; and/or (6)
25 individually identifiable information regarding an individual’s past, present, or future
26 physical or mental health or condition.

27 (b) “Confidential – Attorneys’ Eyes Only” information means any
28 Confidential Information that is stamped with a “CONFIDENTIAL - ATTORNEYS’

EYES ONLY” designation. Attorneys’ Eyes Only material may include, but is not limited to: highly confidential or sensitive business information that could cause financial harm to either Defendant if disseminated to the public or competitors and, to the extent it has not been redacted, Social Security numbers, driver’s license numbers, financial account numbers including credit or debit card numbers, health insurance identification numbers, taxpayer identification numbers, passport numbers or other government-issued identification numbers, and protected health information as defined under HIPAA (collectively “Trigger Data”).

4. Designation and Use of Confidential Material.

The Confidential designation shall be made by stamping or otherwise affixing a label or sticker stating “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the documents or information so designated at the time of their production. In the case of electronically stored information, a party producing Confidential Information in an electronically-stored format shall stamp or otherwise affix a label or sticker to the physical medium by which the information is transmitted (e.g. computer disk, CD Rom, etc.) stating “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If the party to whom such electronically stored information is produced shall create any readable report or output from such confidential data that is disclosed to another person authorized to review the information pursuant to Paragraph 5 below, that party shall prominently label each page of such output report as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. A party need not perform such labeling for any report or output that is reviewed solely by that party.

Documents previously produced may be retroactively designated, by the party producing the document or by another party, by notice in writing identifying each such document Bates number (or otherwise specifically identifying the document) within thirty (30) days of the Court Ordering this Stipulation. Documents produced without designation or with improper designation may be retroactively

1 designated in the same manner within thirty (30) days of production and shall be
2 treated as confidential from the date written notice of the designation is provided to
3 the Receiving Party. In the event of any change in designation pursuant to this
4 paragraph, the party making the change shall promptly provide substitute copies of all
5 documents as to which confidential status is claimed, with the replacement documents
6 to bear a stamp, label, or sticker identifying the document as Confidential. Thereafter,
7 the original, incorrectly designated documents (and all copies thereof) shall be
8 promptly destroyed or returned to the designating party, with confirmation in writing.

9 Information disclosed or discussed in a deposition may be designated as
10 “Confidential” or “Confidential – Attorneys’ Eyes Only” by any party by so indicating
11 on the record at the time of the deposition or, within thirty (30) days after receipt by
12 the party of the applicable deposition transcript, by notifying counsel for the other
13 party in writing as to which portions of the deposition transcript contain
14 “Confidential” or “Confidential – Attorneys’ Eyes Only” information.

15 All documents or information marked or designated “Confidential” or
16 “Confidential – Attorneys’ Eyes Only” in accordance with this Protective Order shall
17 be used solely for the purpose of conducting the above-captioned proceeding (the
18 “Proceeding”), and not for, or in connection with, any other cases or disputes or for
19 any other purpose. A recipient of any “Confidential” or “Confidential – Attorneys’
20 Eyes Only” documents or information shall not disclose to anyone not specified in
21 Paragraph 5 of this Stipulation any “Confidential” or “Confidential – Attorneys’ Eyes
22 Only” documents or information without the prior written consent of the party who
23 produced such documents or information. Nothing contained in this Stipulation shall
24 affect the right of a party to use or disclose materials that such party has produced and
25 designated “Confidential” or “Confidential – Attorneys’ Eyes Only” as such party
26 sees fit; however, if a party uses or discloses the documents in a manner inconsistent
27 with the designation of the documents as Confidential, with the exception of
28 documents containing Trigger Data, and such use or disclosure is not inadvertent or

1 unintentional, and is left uncorrected upon discovery of such use or disclosure, the
2 documents will not be deemed Confidential for purposes of this Stipulation. All
3 “Confidential” or “Confidential – Attorneys’ Eyes Only” documents or information
4 obtained by any person shall be maintained carefully so as to preclude access by
5 persons who are not entitled to receive such documents or information.

6 **5. Disclosure of “Confidential” or “Confidential – Attorneys’ Eyes**
7 **Only” Documents or Information.**

8 Other than at trial, a deposition related to this Proceeding, court filings
9 subject to Paragraph 13, or a hearing or conference regarding any motion in this
10 Proceeding, documents or information marked or designated as “Confidential” may
11 not be disclosed or made available by a recipient of such documents or information to
12 any person other than:

13 (a) current or former employees of the Defendant, whose assistance is
14 needed in the prosecution or defense of this Proceeding;

15 (b) the in-house legal counsel of Defendant, and the clerical, paralegal, and
16 secretarial staff of such in-house legal counsel;

17 (c) the counsel of record of any party to this Proceeding, and the legal,
18 clerical, paralegal, and secretarial staff of such counsel;

19 (d) individuals whom any party to this Proceeding intends to call as
20 witnesses at trial, provided that such party reasonably believes that the witness has
21 information concerning the documents or information;

22 (e) outside experts or consultants who are engaged expressly for the purpose
23 of assisting in the Proceeding, as well as commercial copy services, data entry and
24 computer support organizations hired by and assisting outside counsel for a party; and

25 (f) the Court, court personnel, any court or shorthand reporter or typist used
26 to record or transcribe testimony, and jurors or alternate jurors.

27 Unless otherwise ordered by the Court, documents or information marked
28 or designated as “Confidential – Attorneys’ Eyes Only” may not be disclosed or made

1 available by a recipient of such documents or information to any person other than:

2 (g) the counsel of record of any party to this Proceeding, and the legal,
3 clerical, paralegal, and secretarial staff of such counsel;

4 (h) outside experts or consultants who are engaged expressly for the purpose
5 of assisting in the Proceeding, provided that disclosure is only to the extent necessary
6 to perform such work and such expert or consultant: (1) has agreed to be bound by the
7 provisions of this Stipulated Protective Order by signing a copy of Exhibit A; (2) such
8 expert or consultant is not a current officer, director, or employee of a party or of a
9 competitor of a party, nor anticipated at the time of retention to become an officer,
10 director, or employee of a party or of a competitor of a party; (3) such expert or
11 consultant is not involved in competitive decision-making on behalf of a party or a
12 competitor of a party; (4) such expert or consultant accesses the materials in the
13 United States only, and does not transport them to or access them from any foreign
14 jurisdiction; and (5) no unresolved objections to such disclosure exist after proper
15 notice has been given to all parties as set forth in this Stipulated Protective Order; and

16 (i) the Court, court personnel, any court or shorthand reporter or typist used
17 to record or transcribe testimony, and jurors or alternate jurors.

18 Nothing herein shall prevent any person from seeking, by written
19 agreement of the signatories hereto or court order, further, greater or lesser protection
20 with respect to the use of any “Confidential” or “Confidential – Attorneys’ Eyes
21 Only” materials in connection with this Proceeding.

22 **6. Information Security Protections.**

23 Any person in possession of another party’s Confidential Information
24 shall maintain a written information security program that includes reasonable
25 administrative, technical, and physical safeguards designed to protect the security and
26 confidentiality of such Confidential Information, protect against any reasonably
27 anticipated threats or hazards to the security of such Confidential Information, and
28 protect against unauthorized access to or use of such Confidential Information. To the

1 extent a person or party does not have an information security program they may
2 comply with this provision by having the Confidential Information managed by and/or
3 stored with eDiscovery vendors or claims administrators that maintain such an
4 information security program.

5 If the Receiving Party discovers a breach of security, including any actual
6 or suspected unauthorized access, relating to another party's Confidential Information,
7 the Receiving Party shall: (1) promptly provide written notice to Designating Party of
8 such breach; (2) investigate and take reasonable efforts to remediate the effects of the
9 breach, and provide Designating Party with assurances reasonably satisfactory to
10 Designating Party that such breach shall not recur; and (3) provide sufficient
11 information about the breach that the Designating Party can reasonably ascertain the
12 size and scope of the breach. If required by any judicial or governmental request,
13 requirement or order to disclose such information, the Receiving Party shall take all
14 reasonable steps to give the Designating Party sufficient prior notice in order to
15 contest such request, requirement or order through legal means. The Receiving Party
16 agrees to cooperate with the Designating Party or law enforcement in investigating
17 any such security incident. In any event, the Receiving Party shall promptly take all
18 necessary and appropriate corrective action to terminate the unauthorized access.

19 **7. Signing of Declaration of Confidentiality.**

20 Each person to whom disclosure is made pursuant to Paragraphs 5(a),
21 5(d) 5(e) or 5(h) shall be given a copy of this Stipulation and shall sign a declaration, a
22 copy of which is attached hereto as Exhibit A, prior to receipt of any "Confidential" or
23 "Confidential – Attorneys' Eyes Only" documents or information. Such declaration
24 shall state that the Receiving Party agrees that he or she is bound by the terms of this
25 Stipulation. Counsel for the parties agree to obtain contact information, including
26 mailing address, telephone numbers, and email addresses, for any individual who
27 signs Exhibit A. Nothing contained herein shall limit the duty or obligation of a party
28 to produce documents in a timely manner pursuant to the Federal Rules of Civil

1 Procedure or pursuant to any agreed extension by the opposing party's counsel of
2 record.

3 **8. Return of Documents or Information.**

4 At the conclusion of the Proceeding, all documents or information
5 covered by this Stipulation, and all copies of same, and all documents or portions
6 thereof containing information derived from documents or information covered by this
7 Stipulation including any readable reports or output from the physical medium by
8 which electronically stored information was transmitted, shall be returned as follows:

9 (a) Within sixty (60) days of the conclusion of the Litigation, and subject to
10 sub-paragraphs (d) and (e) below, all "Confidential Information," including any and
11 all copies, abstracts, summaries, physical medium by which data was transmitted, and
12 readable reports or output from the physical medium by which data was transmitted,
13 shall be returned to the Producing Party. In the alternative, within sixty (60) days of
14 the conclusion of the litigation, counsel for each party shall certify to counsel for the
15 opposing party, in writing, that any and all such "Confidential Information," including
16 any and all copies, abstracts, summaries, physical medium by which data was
17 transmitted, and readable reports or output from the physical medium by which data
18 was transmitted, produced by the opposing party, has been destroyed.

19 (b) If "Confidential Information" is furnished to outside experts or
20 consultants pursuant to Paragraph 5(e), the attorney for the party using such expert or
21 consultant shall have the responsibility of ensuring that all such "Confidential
22 Information" including any and all copies, abstracts, summaries, physical medium by
23 which data was transmitted, and readable reports or output from the physical medium
24 by which data was transmitted, is returned to the Producing Party or destroyed, and so
25 certifying in writing as provided in sub-part (a) above.

26 (c) If "Confidential Information" has been loaded into any litigation review
27 database, the attorney for the party using such database shall have the responsibility of
28 ensuring that all such "Confidential Information" (including all associated images and

1 native files), are extracted from such databases (including any associated staging
2 databases) and destroyed. “Destroyed” shall mean deletion of documents from all
3 databases, applications and/or file systems in a manner such that they are not readily
4 accessible without the use of specialized tools or techniques typically used by a
5 forensic expert.

6 (d) Counsel of record for the parties may retain copies of any part of the
7 “Confidential Information” produced by others that has become part of the official
8 record of this litigation as well as abstracts or summaries of materials or
9 correspondence that reference “Confidential Information” that contain counsel's
10 mental impressions or opinions. Such copies shall remain subject to the terms of this
11 Protective Order.

12 (e) The parties, counsel of record for the parties, and experts or consultants
13 for a party shall not be required to return or to destroy any “Confidential Information”
14 to the extent such information is (i) stored on media that is generally considered not
15 reasonably accessible, such as disaster recovery backup tapes, or (ii) only retrievable
16 through the use of specialized tools or techniques typically used by a forensic expert;
17 provided that to the extent any “Confidential Information” is not returned or destroyed
18 due to the foregoing reasons, such “Confidential Information” shall remain subject to
19 the confidentiality obligations of this Protective Order.

20 **9. Disputes Regarding Designation of Material.**

21 Where disputes arise as to the protected nature of any information or
22 documents, such disputes shall be resolved, if possible, by agreement by and among
23 the parties. If an agreement cannot be reached within ten (10) days from a party's
24 receipt of a written request from the Receiving Party that certain documents or
25 information not be designated as “Confidential,” or “Confidential – Attorneys' Eyes
26 Only” the Receiving Party may serve within forty-five (45) days from its giving of the
27 request that certain documents or information not be designated as “Confidential” or
28 “Confidential – Attorneys' Eyes Only” an appropriate motion requesting that certain

1 information not be designated “Confidential” or “Confidential – Attorneys’ Eyes
2 Only.” In any such dispute, the Designating Party shall bear the burden of persuasion.

3 **10. FRE 502 Privilege Protections**

4 Pursuant to FRE 502(d) and (e), the parties agree, and the Court orders,
5 that privileged and otherwise protected documents and electronically stored
6 information are protected against claims of waiver (including as against third parties
7 and in other federal and state proceedings) in the event they are produced during the
8 course of this litigation, whether pursuant to a Court Order, a parties’ discovery
9 request or informal production, as follows:

10 (a) the disclosure or production of documents, data or information
11 (including, without limitation, metadata) by a Producing Party subject to a legally
12 recognized claim of privilege, including without limitation the attorney-client
13 privilege and work-product doctrine, to a Receiving Party, shall in no way constitute
14 the voluntary disclosure of such document, data or information;

15 (b) the inadvertent disclosure or production of documents, data, or
16 information (including, without limitation, metadata) by a Producing Party, shall not
17 result in the waiver of any privilege, evidentiary protection or other protection
18 associated with such document, data or information as to the Receiving Party, or any
19 third parties, and shall not result in any waiver, including subject matter waiver, of
20 any kind;

21 (c) if, during the course of this litigation, a party determines that any
22 document, data or information (including, without limitation, metadata) produced by a
23 party is on its face subject to a legally recognizable privilege, immunity, evidentiary
24 protection or other right not to produce such information (“Protected Document”), the
25 Receiving Party shall refrain from reading the Protected Document any more closely
26 than is necessary to ascertain that it is privileged or otherwise protected from
27 disclosure, immediately notify the Producing Party in writing that it has discovered
28 documents, data and/or information believed to be privileged, immune or otherwise

1 not subject to production, identify the Protected Documents by bates number range or
2 hash value range, and return, sequester, or destroy all copies of such Protected
3 Documents, along with any notes, abstracts or compilations of the content thereof,
4 within 5 court-days of discovery by the Receiving Party. To the extent that a
5 Protected Document has been loaded into a litigation review database under the
6 control of the Receiving Party, the Receiving Party shall have all electronic copies of
7 the Protected Document extracted from the database. Where such Protected
8 Documents cannot be destroyed or separated, they shall not be reviewed, disclosed, or
9 otherwise used by the Receiving Party. Notwithstanding, the Receiving Party is under
10 no obligation to search or review the Producing Party's documents, data or
11 information to identify potentially privileged or work product Protected Document;

12 (d) if the Producing Party intends to assert a claim of privilege or other
13 protection over documents, data or information identified by the Receiving Party as
14 Protected Documents, the Producing Party will, within 5 court-days of receiving the
15 Producing Party's written notification, inform the Receiving Party of such intention in
16 writing and shall provide the Receiving Party with a log for such Protected
17 Documents that is consistent with the requirements of the Federal Rules of Civil
18 Procedure, setting forth the basis for the claim of privilege, immunity or basis for non-
19 disclosure, and in the event that any portion of a Protected Document does not contain
20 privileged or protected information, the Producing Party shall also provide to the
21 Receiving Party a redacted copy of the document, data or information that omits the
22 information that the Producing Party believes is subject to a claim of privilege,
23 immunity or other protection;

24 (e) if, during the course of this litigation, a party determines it has produced
25 a Protected Document, the Producing Party may notify the Receiving Party of such
26 inadvertent production in writing. Such notice shall be in writing, however, it may be
27 delivered orally on the record at a deposition, promptly followed up in writing. The
28 Producing Party's written notice will identify the Protected Document inadvertently

1 produced by bates number range or hash value range, the privilege or protection
2 claimed, and the basis for the assertion of the privilege and shall provide the
3 Receiving Party with a log for such Protected Document that is consistent with the
4 requirements of the Federal Rules of Civil Procedure, setting forth the basis for the
5 claim of privilege, immunity or basis for non-disclosure, and in the event any portion
6 of the Protected Document does not contain privileged or protected information, the
7 Producing Party shall also provide to the Receiving Party a redacted copy of the
8 document, data or information that omits the information that the Producing Party
9 believes is subject to a claim of privilege, immunity or other protection. The
10 Producing Party will also demand the return of the inadvertently produced Protected
11 Document. After receiving such written notification, the Receiving Party must, within
12 5 court-days of receiving the written notification, return, sequester, or destroy the
13 specified Protected Document and any copies, along with any notes, abstracts or
14 compilations of the content thereof, and to the extent that a Protected Document has
15 been loaded into a litigation review database under the control of the Receiving Party,
16 the Receiving Party shall have all electronic copies of the Protected Document
17 extracted from the database; and

18 (f) to the extent that the information contained in a Protected Document has
19 already been used in or described in other documents generated or maintained by the
20 Receiving Party prior to the date of receipt of the written notice by the Producing
21 Party as set forth in paragraphs (c) and (e), then the Receiving Party shall sequester
22 such documents until the claim has been resolved. If the Receiving Party disclosed
23 the Protected Document before being notified of its inadvertent production, it must
24 take reasonable steps to retrieve it.

25 (g) a Receiving Party's return, sequestering or destruction of such Protected
26 Documents as provided herein will not act as a waiver of the Receiving Party's right
27 to move for the production of the returned, sequestered or destroyed documents, data
28 and/or information on grounds the documents, data and/or information are not in fact

1 subject to a viable claim of privilege or other protection. However, the Receiving
2 Party is prohibited and estopped from arguing that the Producing Party's production
3 of the Protected Documents in this matter acts as a waiver of applicable privileges or
4 protections, that the disclosure of the Protected Documents by the Producing Party
5 was not inadvertent, that the Producing Party did not take reasonable steps to prevent
6 the disclosure of the Protected Documents, and/or that the Producing Party did not
7 take reasonable steps to rectify such disclosure pursuant to Federal Rule of Civil
8 Procedure 26(b)(5)(B), or otherwise.

9 (h) Either party may submit Protected Documents to the Court under seal for
10 a determination of the claim of privilege or other protection. The Producing Party
11 shall preserve the Protected Documents until such claim is resolved. The Receiving
12 Party may not use the Protected Documents for any purpose absent this Court's Order.

13 (i) Upon a determination by the Court that the Protected Documents are
14 protected by the applicable privilege or evidentiary protection, and if the Protected
15 Documents have been sequestered rather than returned or destroyed by the Receiving
16 Party, the Protected Documents shall be returned or destroyed within 5-court days of
17 the Court's order. The Court may also order the identification by the Receiving Party
18 of Protected Documents by search terms or other means.

19 (j) Nothing contained herein is intended to, or shall serve to limit a party's
20 right to conduct a review of documents, data (including electronically stored
21 information) and other information, including without limitation, metadata, for
22 relevance, responsiveness and/or the segregation of privileged and/or protected
23 information before such information is produced to another party.

24 (k) By operation of the parties' agreement and Court Order, the parties are
25 specifically afforded the protections of FRE 502(d) and (e).

26 **11. Further Protective Orders.**

27 Nothing in this Stipulation shall affect any party's right to seek further
28 protective orders under Rule 26(c).

1 **12. Enforcement.**

2 The provisions of this Stipulation may be enforced like any other court
3 order.

4 **13. Filing Confidential Materials.**

5 If a party intends to file material with this Court that has been designated
6 “Confidential” and has not previously been filed with the Court, it shall first notify all
7 other parties of its intention to do so, to allow the parties to have a discussion as to
8 whether such filings with the Court shall be filed under seal. If material designated
9 “Confidential” or “Confidential – Attorneys’ Eyes Only” has previously been filed
10 with the Court, a party may choose to follow the same decision that was made earlier
11 about whether that material should be filed under seal instead of notifying all other
12 parties. To avoid the unnecessary filing of documents under seal, counsel for the
13 parties may request an agreement on the filing of such documents, and such agreement
14 will not be unreasonably withheld. Nothing in this Stipulation shall affect any party’s
15 right to seek to have documents filed under seal, subject to the requirements of this
16 Court’s Local Rules. The Court also retains discretion whether to afford confidential
17 treatment to any document, data or information designated as Confidential and
18 submitted to the Court in connection with any motion, application, or proceeding that
19 may result in an order and/or decision by the Court.

20 **14. Full Force and Effect.**

21 This Stipulation, until it is entered by the Court, and even if it is never
22 entered by the Court, shall be deemed to be an enforceable agreement between the
23 Parties, except to the extent that it is inconsistent with any Order of the Court. By
24 operation of the Parties’ agreement and Court Order, the parties are specifically
25 afforded the protections of FRE 502(d) and (e).

26 This Order will survive the termination of the litigation and will continue
27 to be binding upon all persons to whom Confidential Discovery Material is produced
28 or disclosed.

1 This Court will retain jurisdiction over all persons subject to this Order to
2 the extent necessary to enforce any obligations arising hereunder or to impose
3 sanctions for any contempt thereof.

4

5 Dated: November __, 2017

6 /s/Monica M. Quinn _____
7 MONICA M. QUINN
8 RADHA D.S. KULKARNI
9 LITTLER MENDELSON, P.C.
10 Attorneys for Defendant
11 HILL-ROM COMPANY, INC.,

12

13 Dated: November __, 2017

14 /s/C. Joe Sayas _____
15 C. JOE SAYAS, JR.
16 KARL P. EVANGELISTA
17 LAW OFFICES OF JOE SAYAS, JR.
18 Attorneys for Plaintiff
19 ANGELO ANGELES

20 Dated: 12/07/2017

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Rozella A. Oliver

29 Honorable Rozella A. Oliver
30 United States Magistrate Judge

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Attorneys for Defendant
HILL-ROM COMPANY, INC.,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANGELO ANGELES,

Plaintiff,

V

HILL-ROM COMPANY, INC., an Indiana corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No. 2:17-cv-01862-PSG-RAO

ASSIGNED TO JUDGE PHILLIP S.
GUTIERREZ

**CONFIDENTIAL STIPULATION
AND AGREEMENT AND
PROTECTIVE ORDER AND FRE
502(E) CLAWBACK
AGREEMENT/ORDER**

**DECLARATION AND AGREEMENT TO BE BOUND BY THE
STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE
ORDER**

1. My name is _____.

2. I am aware that a Confidential Stipulation and Agreement and Protective Order and FRE 502(E) Clawback Agreement/Order (the "Stipulated Protective Order") has been entered in the above case by the Court, and a copy thereof has been given to me. I have read and understand the terms of the Stipulated Protective Order. I agree to be bound by the terms of the Stipulated Protective Order.

3. I promise that the documents and information designated as "Confidential" or "Confidential – Attorneys' Eyes Only" pursuant to the Stipulated Protective Order in this case will be used by me only in connection with the litigation of the above captioned matter.

4. I understand that any use or disclosure of information obtained by me from material marked "Confidential" or "Confidential – Attorneys' Eyes Only" in any manner contrary to the provisions of the Stipulated Protective Order may subject me to sanctions for contempt by this Court.

5. I agree to submit myself to the personal jurisdiction of the above-captioned Court in connection with any proceedings concerning the Protective Order. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on

(Signature of Declarant)